

New Client Agreement

This agreement is established on {\$_datetime|date_format:'%D'} between Vortex Web Solutions LLC (referred to hereinafter as "Company") and {\$organization} (referred to hereinafter as "Client").

Services Rendered

Company agrees to perform web development services (referred to hereinafter as "Services") agreed upon with Client which may include but are not limited to:

- Web Development, Design, Layout, and Production
- Coding in HTML, XHTML, XML, XSL, CSS, PHP, JavaScript
- Graphic Design
- Search Engine Optimization

Payment

Client and Company agree that Services described in this contract shall be completed for \${\$per_hour|number} per hour, payable to Company. Client agrees to pay Company for Services described in estimate submitted to Client once estimate has been agreed upon in writing (email is considered writing) by Client.

Performance

Company will submit Services based on turnaround times stated in estimates submitted to Client. Client to provide Company with all data needed to complete Services, including but not limited to text, code, graphics, and photos.

Web Development Standards

All services described herein are to be performed by Company in accordance with the most commonly accepted standards and practices of the Web Services Industry. Company will use the most universally accepted website design technologies to satisfy the broadest market possible - meaning web pages affected by Services rendered will look and act the same on over 95% of all web browsers in use at any given time.

{if \$AdditionalServices == 'Yes'}

Additional Services

The terms and conditions set forth in this document constitute the sole agreement between Company and the Client regarding Client's Site. Any additional work not specified in this contract must be authorized by both original parties in writing. Any additional Services needed beyond what is specified in estimates submitted to Client will be charged at a rate of \$100 per hour.

{/if}

Warranties and Liability

Company does not warrant the functions of Client's Site will meet Client's expectations of traffic or resulting business. In no event will Company be liable to Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate Client's Site or any of its web pages, even if Company has been advised of the possibility of such damages.

Cancellation

If Agreement is canceled before work is finished, Client forfeits any payments made and may be held liable for breach of contract.

Trademarks and Copyrights

Client represents to Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Company for inclusion in web pages are owned by the Client, or Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Company from any claim or suit arising from the use of such elements furnished by the Client. Company initially owns copyright to the assembled work of Services produced by Company. Upon payment for Services rendered, all rights owned by Company as to Services rendered for Client's Site transfer to the Client.

Web Developer Credits

For a period of at least 1 year beginning on date of written consent to allow Web Developer Credits, and as long as Company is performing Services for Client, Client agrees to allow Company to claim credit for Services rendered by posting a link, visible to search engines, to Company on Client's Site and in author meta tags of Client's Site.

Litigation

Any disputes arising from this contract will be litigated or arbitrated in Marion County, Indiana. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Signing the Contract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

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{if $Signature != ""}  
{/if} _____  
{$name}, {$title}, Client
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John Smith, Company